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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

INTERNATIONAL MARKETS LIVE,
INC., a corporation dba iMARKETSLIVE
and IM ACADEMY;

Plaintiffs,

v.

TYLEN FIGUEROA DELANEY, an
individual;

Defendants.

Case No

COMPLAINT

COMES NOW, Plaintiff by and through its attorneys, the Law Offices of P. Sterling Kerr, complain and allege against Defendant TYLEN FIGUEROA DELANEY as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff International Markets Live (“IM Academy”) is a corporation with corporate offices in Las Vegas, NV.

2. Defendant TYLEN FIGUEROA DELANEY is a resident of Texas.

3. This Court has diversity subject matter jurisdiction of this action. The Court has diversity jurisdiction under 28 U.S.C. § 1332 because no Plaintiffs and Defendants are residents of the same state, and because the amount in controversy, exclusive of interest and costs, exceeds seventy-five thousand dollars (\$75,000.00).

During the term of the Agreement, Company may supply to Independent Affiliates confidential information, including, but not limited to genealogical and Downline reports, customer lists, customer information developed by Company or developed for and on behalf of Company by Independent Affiliates (including, but not limited to, credit data, customer and Independent Affiliate profiles and product purchase information), Independent Affiliate lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Company may designate as confidential. All such information (whether in written or electronic format) is proprietary and confidential to Company and is transmitted to Independent Affiliates in strictest confidence on a “need to know” basis for use solely in Independent Affiliates business with Company. Independent Affiliates must use their best efforts to keep such information confidential and must not disclose any such information to any third party, or use this information for any non-company activity directly or indirectly while on Independent Affiliate and thereafter.

11. Defendant entered into an IBO Agreement requiring the IBO to agree to IM Academy’s Policies and Procedures.

12. At all times relevant herein, Defendant knew and was aware of the terms of the IM Academy’s Policies and Procedures, including the prohibitions against recruiting IM Academy’s IBOs and educators to leave IM Academy, the prohibition against working for a competitor of IM Academy, and the prohibition against providing Confidential Information and intellectual property to anyone outside of IM Academy’s.

13. Defendant breached the IM Academy’s Policies and Procedures.

14. Defendant breached his contracts with IM Academy by, among other things, posting on social media defamatory content and disparaging IM Academy online.

15. Defendant left the IM Academy and immediately sought to recruit IM Academy’s IBOs, educators, and traders to leave IM Academy.

16. Defendant solicited, recruited, and enticed other IM Academy IBOs and traders away from IM Academy.

17. Defendant knowingly, intentionally, and wrongfully took Confidential Information and intellectual property from IM Academy.

18. Defendant knowingly, intentionally, and wrongfully used the Confidential Information and intellectual property he took from IM Academy.

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1 19. Defendant knowingly and intentionally published false statements on social
2 media platforms regarding IM Academy, its employees, and IBOs.

3 20. IM Academy has suffered financial harm as a result of Defendant's wrongful
4 conduct.

5 **FIRST CLAIM FOR RELIEF**

6 (Breach of Contract)

7 21. IM Academy incorporates by reference and reaffirms each and every allegation
8 previously asserted as if fully set forth herein.

9 22. Defendant entered into, or otherwise agreed to be, and was bound by a contract
10 with IM Academy.

11 23. At all relevant times herein, IM Academy performed the obligations and duties
12 required of it by the contracts it had between IM Academy and Defendant.

13 24. The Defendant breached his contracts with IM Academy by failing to conform
14 to the terms of his agreement, namely by taking confidential and trade secret information from
15 IM Academy for his personal use.

16 25. The breach of the contract by Defendant has caused damages to IM Academy
17 excess of seventy-five thousand dollars (\$75,000.00).

18 26. IM Academy is entitled to its reasonable attorney's fees due to Defendant's
19 breach of the agreement.

20 **SECOND CLAIM FOR RELIEF**

21 (Misappropriation and Violation of Uniform Trade Secrets Act – Nevada Revised Statutes
22 Chapter 600A against all Defendant)

23 27. IM Academy incorporates by reference and reaffirms each and every allegation
24 previously asserted as if fully set forth herein.

25 28. Defendant acquired IM Academy's trade secrets by an improper means,
26 including stealing or misappropriating the trade secrets from IM Academy.

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1 41. It has been necessary for IM Academy to retain the services of an attorney to
2 prosecute this action and, therefore, IM Academy is entitled to reasonable attorney's fees and
3 costs.

4 **FOURTH CLAIM FOR RELIEF**

(Tortious Interference with Contractual Relations against Defendant)

5 42. IM Academy incorporates by reference and reaffirms each and every allegation
6 previously asserted as if fully set forth herein.

7 43. IM Academy had contractual relationships with educators, trades, customers,
8 and individual representatives who are receiving educational products for Forex markets in
9 exchange for monetary compensation.

10 44. Defendant knew of these relationships.

11 45. Defendant spread false information and used IM Academy's confidential
12 information and trade secrets to form relationships with IM Academy's customers for his
13 personal gain.

14 46. Defendant's conduct was not legally justified.

15 47. As a direct and proximate result of Defendant's interference with IM
16 Academy's contractual relationships, IM Academy has been harmed in amount in excess of
17 seventy-five thousand dollars (\$75,000.00).

18 48. It has been necessary for IM Academy to retain the services of an attorney to
19 prosecute this action and, therefore, IM Academy is entitled to reasonable attorney's fees and
20 costs.

21 **FIFTH CLAIM FOR RELIEF**

(Tortious Interference with Prospective Economic Advantage against Defendant)

22 49. IM Academy incorporates by reference and reaffirms each and every allegation
23 previously asserted as if fully set forth herein.

24 50. IM Academy had prospective contractual relationships with educators, traders,
25 customers and individual representatives who desired to participate in receiving educational
26 products for Forex markets.

27 51. Defendant knew of these prospective relationships.

1 52. Defendant spread false information and used IM Academy's confidential
2 information and trade secrets with the intent of preventing and inhibiting IM Academy's
3 relationships with the prospective customers.

4 53. Defendant's conduct was not legally justified.

5 54. As a direct and proximate result of Defendant's interference with the
6 prospective customer relationships, IM Academy has been harmed in amount in excess of
7 seventy-five thousand dollars (\$75,000.00).

8 55. It has been necessary for IM Academy to retain the services of an attorney to
9 prosecute this action and, therefore, IM Academy is entitled to reasonable attorney's fees and
10 costs.

11 WHEREFORE, PLAINTIFF PRAYS FOR
12 THE FOLLOWING RELIEF AGAINST DEFENDANT:

13 1. For Damages in an amount greater than \$75,000.00 as a result of Defendant's unlawful
14 actions;

15 2. For injunctive relief to enjoin the Defendant from the following:

- 16 • Defendant shall immediately refrain from using any customer list,
17 trademark, trade secret, program information, or any other confidential information
18 and/or materials, including downlines, back-office data, binary options trading
19 software, and binary options trading algorithms from IM Academy;
- 20 • Defendant shall immediately refrain from disclosing any IM Academy
21 customer list, trademark, trade secret, program information, or any other confidential
22 information and/or materials;
- 23 • Defendant shall immediately return any equipment, or other materials,
24 including but not limited to, hard copies of documents and/or data, electronic copies of
25 documents and/or data, emails, and any other material containing or referring to any
26 IM Academy customer list, trademark, trade secret, program information, or any other
27 confidential information and/or materials;

1 • Defendant shall immediately refrain from conducting and soliciting any
2 business, accepting any employment by or rendering professional services to, any
3 person or organization that is or was a IM Academy distributor, educator, trader,
4 and/or client, which includes that Defendant shall not conduct business with former
5 IM Academy IBOs, educators, or traders; and

6 • Defendant shall immediately refrain from soliciting, recruiting, bribing, and/or
7 enticing IM Academy IBOs, educators, and/or traders to violate his contracts with IM
8 Academy and/or misappropriate IM Academy's Confidential Information and/or
9 intellectual property.

10 3. For an award of pre-judgment interest, as well as reasonable attorneys' fees as both
11 normal and special damages, and other costs; and

12 4. For such other and further relief that this Court deems just and proper.

13 Dated this 25th day of June 2021.

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